# OP \$65.00 429642

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Claire xiao yan jing		08/01/2013	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Tom & Claire Co.		
Street Address:	400 S baldwin ave. 2105		
City:	arcadia		
State/Country:	CALIFORNIA		
Postal Code:	91007		
Entity Type:	CORPORATION: CALIFORNIA		

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4296429	CADICE TOAL
Registration Number:	4281691	CADICE TOAL

## **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

**Phone**: 6262029287

Email: loveclaireboutique@yahoo.com

**Correspondent Name:** Claire Xiaoyan jing **Address Line 1:** 590 W Huntington Dr. H

Address Line 4: arcadia, CALIFORNIA 91007

NAME OF SUBMITTER:	claire xiao yan jing
Signature:	/claire xiao yan jing/
Date:	08/25/2013

**Total Attachments: 2** source=ct1#page1.tif source=ct2#page1.tif

TRADEMARK REEL: 005097 FRAME: 0715 This Agreement is entered into freely by and between Claire Xiao Yan Jing ("Assignor") and Tom & Claire Co. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: Cadice Toal and identifying information Reg. Number 4296429, 4281691; and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity; NOW, the parties agree as follows:

- 1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$100, payable on 8/1/2013.
- 3. Representations and Warranties. Assignor represents and warrants to Assignee:
- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.
- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.
- 6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.
- 7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of The United States and the State of California.

Date: 8/1/2013

Assignee

Tom & Claire Co.

(california corp. number: C2760489)

officer Signature

Printed Name: Claire Xiao Yan Jing

Assignor

signature

Printed Name: Claire Xiao Yan Jing

**RECORDED: 08/25/2013** 

TRADEMARK REEL: 005097 FRAME: 0716